

COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

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RICHARD SANCHEZ CHIEF INFORMATION OFFICER

Telephone: (213) 253-5600 Facsimile: (213) 633-4733

December 17, 2013

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012 ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

21 December 17, 2013

SACHI A HAMAI EXECUTIVE OFFICER

Dear Supervisors:

REQUEST FOR APPROVAL OF AMENDMENT NUMBER ONE TO AGREEMENT NUMBER
76945 WITH TWENTY FIRST CENTURY COMMUNICATIONS, INC. TO EXTEND THE
AGREEMENT TERM AND CONTINUE THE DEVELOPMENT AND IMPLEMENTATION OF A
MASS NOTIFICATION SYSTEM

(ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Chief Information Officer is requesting Board approval of Amendment Number One to Agreement Number 76945 with Twenty First Century Communications, Inc., to extend the Agreement Term and to continue providing Mass Notification System services to the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve and instruct the Chairman of the Board to execute Amendment Number One (Amendment) for the continued provision of Mass Notification System services (Services) at an annual maintenance fee of \$43,645. The Amendment extends the term of the Agreement for an additional two years, from February 17, 2014 through February 16, 2016 with one year optional renewal period.
- 2. Delegate authority to the Chief Information Officer (CIO), or his designee, to terminate the Agreement earlier, if necessary, with 30 days advance written notice once the CIO has completed the solicitation process for a new agreement.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation Number One will ensure that there is no interruption of Services to the County of Los Angeles (County), while the CIO completes the Request for Proposals (RFP) solicitation process for a new agreement.

During the period of this Agreement extension, the Office of Emergency Management (OEM) will be adding additional program management capability, which will enable OEM to assume administrative management of the Alert LA Public Notification Program. Assuming this responsibility is consistent with OEM's emergency preparedness mission, the Los Angeles County Sheriff's Department (Sheriff) will continue its role unchanged as the 24/7 operator of the system.

In February 2009, your Board approved the Agreement with Twenty First Century Communications, Inc. (Twenty First) to provide Services to the County. The Agreement will expire on February 16, 2014, with no optional renewal years. The Mass Notification System has been dubbed internally as "Alert LA County" or "Alert LA".

Alert LA is administered by the Sheriff in coordination with the County's Emergency Operations Center, the County Fire Department, and the City of Los Angeles. Alert LA is designed to notify County residents and businesses of emergencies, and provide information regarding necessary actions, such as evacuations.

Alert LA, which was implemented in May 2009, has been activated over 150 times to date, most notably for the Crescenta Valley "Station" fire. Alert LA provides for the timely dissemination of consistent emergency information via telephone calls, text messages, and/or E-mails.

Implementation of Strategic Plan Goals

The recommended service supports the County's Strategic Plan Goal 1, Operational Effectiveness. Specifically, the proposed Amendment will ensure the citizens of the County receive effective Services in the event of a disaster.

FISCAL IMPACT/FINANCING

The maximum sum for the Agreement is \$1,535,000. A portion of that sum was used to purchase 1,000,000 minutes at 16 cents per call, and 1,000,000 text messages at 5 cents per text. There are approximately 500,000 un-used call minutes and 900,000 text messages remaining in the Agreement. There is approximately \$600,000 residual balance in the project. This Amendment will result in no increase in the Agreement sum.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CIO seeks delegated authority to terminate the Agreement earlier with 30 days advance written notice once the CIO has completed the solicitation process for a new Agreement. At the end of the initial two-year period, either Party has the right to terminate the Agreement upon providing 90 days written notice to the other Party.

Pursuant to Board policy, CIO will engage in the solicitation process for a mass notification system and services.

There is a mutual indemnification in the Amendment that was reviewed and approved by CEO Risk

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Management, as well as County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County operations and services.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer-Clerk of the Board to return one adopted copy of the Board letter and three copies of the executed Amendment to the Chief Information Officer.

Respectfully submitted,

RICHARD SANCHEZ

Chief Information Officer

Richard Sanches

RS:FN:pg

Enclosures

c: Chief Executive Officer

County Counsel

Executive Office, Board of Supervisors

AMENDMENT NUMBER ONE TO AGREEMENT NO. 76945 FOR THE DEVELOPMENT AND IMPLEMENTATION OF A MASS NOTIFICATION SYSTEM

This Amendment Number One (Amendment No. 1) is entered into by and between the County of Los Angeles (County) and Twenty First Century Communications, Inc., an Ohio corporation (Contractor), effective as of December 17, 2013, based on the following recitals:

WHEREAS, County and Contractor have entered into that certain Agreement for the Development and Implementation of a Mass Notification System (MNS), effective as of February 19, 2009 (Agreement), to design, implement, integrate and deliver a MNS for the benefit of the County;

WHEREAS, County and Contractor desire to amend the Agreement to extend this Agreement for an additional two-year term from February 17, 2014 through February 16, 2016, with one-year optional renewal period;

WHEREAS, there will be an annual maintenance fee of \$43,645; and

WHEREAS, County and Contractor additionally desire to update certain provisions of the Agreement required by County's Board of Supervisors to reflect changes made to such provisions since County and Contractor entered into the Agreement on February 19, 2009.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 1, the receipt and sufficiency of which are acknowledged, County and Contractor hereby agree as follows:

- Section 7 (Term) of the Agreement shall be amended to extend for an additional two-year term from February 17, 2014 through February 16, 2016, with a one-year optional renewal period. Either Party may terminate at the end of the initial twoyear term upon providing 90 days written notice to the other Party.
- 2. Section 8 (Prices and Fees) of the Agreement shall be amended to include an annual maintenance fee of \$43,645.
- All references to Twenty First Century Communications, Inc. shall henceforth be between West Notifications, Inc., d/b/a Twenty First Century Communications, and the County of Los Angeles. Wherever the name of Twenty First Century Communications, Inc., appears in the original Agreement, the name West Notifications, Inc., d/b/a Twenty First Century Communications, shall be substituted.

4. In Exhibit A-1 (Additional Terms and Conditions), as referenced in the original Agreement, Section 13.1- Indemnification is amended to include the below provisions:

13.1 INDEMNIFICATION

- 13.1.1. General Indemnity. County shall indemnify, defend and hold Contractor, its affiliates and their officers, directors, employees and agents, harmless from and against any and all third-party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) the Content and Messages released by County that are based upon the County systems or materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Contractor; or (b) a claim relating to the Content and Messages that are based upon the County's systems and materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Contractor. Contractor shall indemnify, defend and hold County, its affiliates and their officers, directors, employees and agents harmless from and against any and all third-party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from the services provided by Contractor under this Contract.
- 5. In Exhibit A-1 (Additional Terms and Conditions), as referenced in the original Agreement, Section 13.4 Limitation of Liability is deleted in its entirety and replaced with the following:

13.4. LIMITED WARRANTY AND LIMITATION OF LIABILITY.

- 13.4.1. Except as expressly provided herein, Contractor makes no express or implied warranties, and Contractor expressly disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Contractor expressly denies any representation or warranty about the accuracy or condition of data or that the services or related systems will operate uninterrupted or error-free.
- 13.4.2. No cause or action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted under this Agreement by either party.

Except for the parties' indemnification and payment obligations, neither party will be liable to the other for any indirect, exemplary, special, punitive, consequential, or incidental damages or loss of goodwill, data or profits, or cost of cover. The total liability of Contractor for any reason, shall be limited to the amount actually paid to Contractor by County under the SOW applicable to the event giving rise to

such action during the six (6) month period preceding the event giving rise to such liability. The limits on liability in this section shall apply in all cases including if the applicable claim arises out of breach of express or implied warranty, contract, tort (including negligence), or strict product liability, and even if the party has been advised that such damages are possible or foreseeable.

- In Exhibit A-1 (Additional Terms and Conditions), as referenced in the original Agreement, Section 14 - Intellectual Property Indemnification is deleted in its entirety and replaced with the following:
 - 14. INTELLECTUAL PROPERTY INDEMNIFICATION. Contractor will have the obligation and right at the entire expense of Contractor to defend any claim, suit or proceeding brought against County its affiliates or their officers, directors, employees or agents so far as it is based on a third-party claim that the Mass Notification System services (Services) supplied by Contractor infringe a United States copyright or a United States patent issued as of the effective date of the applicable SOW, provided that Contractor will have no indemnity obligation or other liability hereunder arising from: (1) County's alteration of the Services as provided by Contractor; (2) the County Content and Messages that are based upon the County systems and materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Contractor; (3) combination of the Services with the County systems and materials or any materials, products or services not provided by Contractor; or any (4) third-party products or services. If such a claim is or is likely to be made, Contractor will, at its own expense and sole discretion, exercise one or the following remedies: (1) obtain for County the right to continue to use, the Services consistent with this Agreement; (2) modify the Services so they are non-infringing and in compliance with this Agreement; (3) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states the entire obligation of Contractor and its suppliers, and the exclusive remedy of County, with respect to infringement of proprietary rights.
- Section 43. Most Favored Public Entity is hereby deleted in its entirety from Exhibit A-1 (Additional Terms and Conditions) as referenced in the original Agreement.
- A new Section 56-Alert Services and Responsibility for Content is added to Exhibit A-1 (Additional Terms and Conditions) as referenced in the original Agreement, as follows:

56. ALERT SERVICES

56.1. Definitions.

56.1.1. "Application" means the unique software for a program associated with a defined set of Functional Requirements.

- 56.1.2. "Content" means personalized content made available by County.
- 56.1.3. "Messages" means the messages transmitted by Contractor on behalf of County.
- 56.1.4. "Recipients" means County's customers, partners or other recipients of Content or Messages.
- 56.2. Responsibility for Content, Transmitting Messages, and Accounts. County represents and warrants that: (a) it is solely responsible for the Content and it has the legal right to use all Content and send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, and County's campaigns and programs are in compliance with all applicable laws, rules and regulations; (b) County is the transmitter of all Content and Messages and Contractor is merely acting at County's direction as a technology conduit for the transmission of the Content and the Messages; (c) Contractor's use of the Content shall not violate the rights of any third-party or any law, rule or regulation; (d) County has obtained prior express consent to contact each wireless phone number delivered by County to Contractor in connection with the provision of any Services delivering a prerecorded or text message ("Notifications Services"); (e) the intended contact recipient is the current subscriber to the wireless phone number: (f) the contacts that are the subject of such Services are not initiated to induce the purchase of goods or services or to solicit a charitable contribution; and (g) County will not transmit or allow to be transmitted any Content or Messages that: (1) it does not have a right to make available under any law or under contractual or fiduciary relationship; (2) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (3) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (4) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (5) interfere with or disrupts the Services or servers or network operator networks. Upon request, County shall provide reasonable proof of compliance with the provisions set forth in this section and where Contractor reasonably believes that County may not have complied with such provisions or with all laws, rules and regulations, Contractor may, at its option: (A) scrub all numbers against any appropriate data base deemed necessary to remove all wireless phone numbers; (B) insert an interactive optout mechanism and pass the resulting data to County, or (C) suspend the Services. County shall indemnify, defend and hold Contractor, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from

- Contractor following County's instructions in sending the Messages or County's breach of any representation and warranty set forth in this Section 3(e)(ii).
- 9. Subject to the alterations and amendments contained in this Amendment, the parties ratify and confirm the Agreement in all other respects.
- 10. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 1. Unless otherwise noted, Paragraph references in this Amendment No. 1 refer to paragraphs of the body of the Agreement, as amended by this Amendment No. 1.
- 11. Paragraph 1.2 (Interpretation) of Paragraph 1 (Agreement and Interpretation) is amended to add references to "Exhibit T Defaulted Property Tax Reduction Program," and "Exhibit U Contractor's Certification of Compliance with County's Defaulted Property Tax Reduction Program" immediately after the reference to "Exhibit S Contractor's Proposal (Incorporated by Reference)" as referenced in the original Agreement.
- 12. Paragraph 57 (County's Defaulted Property Tax Program) is added to Exhibit A-1 as referenced in the original Agreement, (Additional Terms and Conditions) as follows:

57. <u>COUNTY'S DEFAULTED PROPERTY TAX</u> PROGRAM

- 57.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their California property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 57.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement, will maintain compliance with Los Angeles County Code Chapter 2.206.
- 57.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 56 shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter

- 2.206, a copy of which is attached hereto as Exhibit T (Defaulted Property Tax reduction Program).
- 13. Exhibit T (Defaulted Property Tax Reduction Program) is added as an exhibit to the Agreement in the form attached to this Amendment No. 1 as Exhibit T (Defaulted Property Tax Reduction Program) attached hereto and incorporated by this reference.
- 14. Exhibit U (Contractor's Certification of Compliance with County's Defaulted Property Tax Reduction Program) is added as an exhibit to the Agreement in the form attached to this Amendment No. 1 as Exhibit U (Contractor's Certification of Compliance with County's Defaulted Property Tax Reduction Program) attached hereto and incorporated by this reference.
- 15. This Amendment No. 1 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 15.1 An authorized officer of Contractor shall have executed this Amendment No. 1;
 - 15.2 County Counsel shall have approved this Amendment No. 1 as to form; and
 - 15.3 The County's Board of Supervisors shall have approved this Amendment No. 1.
- 16. Except as expressly provided in this Amendment No. 1, all other provisions, and conditions of the Agreement shall remain the same and in full force and effect.
- 17. Contractor and the person executing this Amendment No. 1 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 1 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.
- 18. This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on their behalf by their duly authorized officers, effective as of the date first set forth above.

	West Notifications, Inc. d/b/a Twenty First Century Communications
	By: Signature
OF LOS ALL	Gregory D. Ablett Print Name
ATTEST:	Business Leader/Vice President Title
SACHI HAMAI Executive Officer/Clerk	County of Los Argeles
Board of Supervisors By:	By: Chairman, Board of Supervisors
Deputy	ADOPTED
APPROVED AS TO FORM:	BOARD OF SUPERVISORS
JOHN F. KRATTLI County Counsel	# 2.1 DEC 1.7 2013
By: Beling Ashakorian Deputy County Counsel	Suchi A. Hamai SACHI A. HAMAI EXECUTIVE OFFICER

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI Executive Officer Clerk of the Board of Supervisor



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EXHIBITS – A, A-1, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S

[INTENTIONALLY OMITTED]

EXHIBIT T

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.
- 2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code Section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code Section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)
- 2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and Compliance Certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)
- 2.206.060 Exclusions/Exemptions.
- A. This chapter shall not apply to the following contracts:
- Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;

- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
- 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;
- 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
- 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
- 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)
- 2.206.070 Enforcement and Remedies.
- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
- 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
- 2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
- 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)
- 2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EHHIBIT U

CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH COUNTY'S **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: West Notification, Inc. d/b/a Twenty First Century Communications

	Company Addre	ess: 750 Communications	s Parkway					
	City:	Columbus	State:	Ohio	Zip Code:	43214		
	Telephone Num	ber: 614-442-1215		Email address	:			
	Solicitation/Con	tract For	Services:					
The	Proposer/Bidd	er/Contractor certifie	s that:					
Χ	It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND							
	To the best of its knowledge, after a reasonable inquiry, Proposer/Bidder/Contractor is not in default, as that term is defined in Los Ange County Code Section 2.206.020.E, on any Los Angeles County property obligation; AND							
		The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.						
			- OR -					
			Property Tax Inction 2.206.060					
	eclare under pen ove is true and co	alty of perjury under the rrect.	laws of the S	tate of Californ	nia that the inform	ation stated		
	Print Name: Greg	gory D. Ablett	Title	: Business Le	ader/Vice Presider	nt		
	Signature:	san Alled	Date	12-	05-13			
_		1/1						